

Group Vision Care Plan



EVIDENCE OF COVERAGE & DISCLOSURE FORM

Provided by:
VISION SERVICE PLAN

3333 Quality Drive, Rancho Cordova, CA 95670
(916) 851-5000 (800) 877-7195

THIS EVIDENCE OF COVERAGE AND DISCLOSURE FORM DISCLOSES THE TERMS AND CONDITIONS OF COVERAGE. PLEASE READ THE FORM COMPLETELY AND CAREFULLY. INDIVIDUALS WITH SPECIAL HEALTHCARE NEEDS SHOULD CAREFULLY READ THOSE SECTIONS THAT APPLY TO THEM. ALL APPLICANTS HAVE A RIGHT TO REVIEW THE EVIDENCE OF COVERAGE AND DISCLOSURE FORM PRIOR TO ENROLLMENT.

To be filled in by employer in the event this document is used to develop a Summary Plan Description:

NAME OF EMPLOYER:

NAME OF PLAN:

PRINCIPAL ADDRESS:

EMPLOYER I.D. #:

PLAN #:

PLAN ADMINISTRATOR:

ADDRESS:

PHONE NUMBER:

REGISTERED AGENT FOR SERVICE OF LEGAL PROCESS, IF DIFFERENT FROM PLAN ADMINISTRATOR :

ADDRESS:

THIS EVIDENCE OF COVERAGE AND DISCLOSURE FORM CONSTITUTES ONLY A SUMMARY OF THE TERMS AND CONDITIONS OF COVERAGE. THE PLAN CONTRACT ITSELF SHOULD BE CONSULTED TO DETERMINE GOVERNING TERMS AND CONDITIONS OF COVERAGE.

DEFINITIONS:

| | |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ANISOMETROPIA | A condition of unequal refractive state for the two eyes, one eye requiring a different lens correction than the other. |
| BENEFIT AUTHORIZATION | Authorization issued by VSP identifying the individual named as a Covered Person of VSP, and identifying those Plan Benefits to which a Covered Person is entitled. |
| COPAYMENTS | Any amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered. |
| COVERED PERSON | An Enrollee or Eligible Dependent who meets VSP's eligibility criteria and on whose behalf Premiums have been paid to VSP, and who is covered under this plan. |
| ELIGIBLE DEPENDENT | Any legal dependent of an Enrollee of Group who meets the criteria for eligibility established by Group and approved by VSP under section VI. ELIGIBILITY FOR COVERAGE of the Group Plan document maintained by your Group Administrator under which such Enrollee is covered. |
| EMERGENCY CONDITION | A condition, with sudden onset and acute symptoms, that requires the Covered Person to obtain immediate medical care, or an unforeseen occurrence requiring immediate, non-medical action. |
| ENROLLEE | An employee or member of Group who meets the criteria for eligibility specified under section VI. ELIGIBILITY FOR COVERAGE of the Group Plan document maintained by your Group Administrator. |
| EXPERIMENTAL NATURE GROUP | Procedure or lens that is not used universally or accepted by the vision care profession, as determined by VSP. An employer or other entity which contracts with VSP for coverage under this plan in order to provide vision care coverage to its Enrollees and their Eligible Dependents. |
| KERATOCONUS | A development or dystrophic deformity of the cornea in which it becomes coneshaped due to a thinning and stretching of the tissue in its central area. |

| | |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MEMBER DOCTOR | An optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with VSP to provide vision care services and/or vision care materials on behalf of Covered Persons of VSP. |
| NON-MEMBER PROVIDER | Any optometrist, optician, ophthalmologist, or other licensed and qualified vision care provider who has not contracted with VSP to provide vision care services and/or vision care materials to Covered Persons of VSP. |
| PLAN BENEFITS | The vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under this plan, as defined on the enclosed insert or in the Schedule of Benefits attached as Exhibit A to the Group Plan document maintained by your Group Administrator. |
| PREMIUMS | The payments made to VSP by or on behalf of a Covered Person to entitle him/her to Plan Benefits, as stated in the Schedule of Premiums attached as Exhibit B to the Group Plan document maintained by your Group Administrator. |
| RENEWAL DATE | The date on which this plan shall renew or terminate if proper notice is given. |
| SCHEDULE OF BENEFITS | The document, attached as Exhibit A to the Group Plan document maintained by your Group Administrator, which lists the vision care services and vision care materials which a Covered Person is entitled to receive by virtue of this plan. |
| SCHEDULE OF PREMIUMS | The document, attached as Exhibit B to the Group Plan document maintained by your Group Administrator, which states the payments to be made to VSP by or on behalf of a Covered Person to entitle him/her to Plan Benefits. |
| VISUALLY NECESSARY OR APPROPRIATE | Services and materials medically or visually necessary to restore or maintain a patient's visual acuity and health and for which there is no less expensive professionally acceptable alternative. |

ELIGIBILITY FOR COVERAGE

Enrollees: To be eligible for coverage, a person must currently be an employee or member of the Group, and meet the criteria established in the coverage criteria mutually agreed upon by Group and VSP.

Eligible Dependents: If dependent coverage is provided, the persons eligible for coverage as dependents shall include the legal spouse of any Enrollee, and any unmarried child of an Enrollee who has not attained the limiting age as shown on the enclosed insert, including any natural child from the moment of birth, legally adopted child from the moment of placement for adoption with the Enrollee, or other child for whom a court holds the Enrollee responsible.

A dependent, unmarried child over the limiting age as shown on the enclosed insert may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon the Enrollee for support and maintenance.

ANNUAL ENROLLMENT/DISENROLLMENT

Except for new Enrollees joining this plan, Enrollees and Eligible Dependents shall have the right to become covered or cancel coverage once each year during the thirty (30) day period beginning sixty (60) days prior to the anniversary of the effective date of this plan (or as may otherwise be allowed by mutual agreement between the Group and VSP). Any such coverage or cancellation of coverage may be accomplished only by Group giving VSP written notice thereof on behalf of the Enrollee or Eligible Dependent before the end of the prescribed thirty (30) day period and will take effect on the anniversary date following receipt of such notice.

PREMIUMS

Your Group is responsible for payments to VSP of the periodic charges for your coverage. You will be notified of your share of the charges, if any, by your Group. The entire cost of the program is paid to VSP by your Group.

PROCEDURES FOR USING THIS PLAN

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS HEALTH CARE MAY BE OBTAINED.

1. When you desire to obtain Plan Benefits from a Member Doctor, you should contact a Member Doctor or VSP. A list of names, addresses, and phone numbers of Member Doctors in your geographical location can be obtained from your Group, Plan Administrator, or VSP. If this list does not cover the geographical area in which you desire to seek services, you may call or write the VSP office nearest you to obtain one which does.
2. If you are eligible for Plan Benefits, VSP will provide Benefit Authorization directly to the Member Doctor. If you contact a Member Doctor directly, you must identify yourself as a VSP member so the doctor knows to obtain Benefit Authorization from VSP.
3. When such Benefit Authorization is provided by VSP and services are performed prior to the expiration date of the Benefit Authorization, this will constitute a claim against this plan in spite of your termination of coverage or the termination of this plan. Should you receive services from a Member Doctor without such Benefit Authorization or obtain services from a provider who is not a Member Doctor, you are responsible for payment in full to the provider.
4. You pay only the Copayment (if any) to the Member Doctor for the services covered by this plan. VSP will pay the Member Doctor directly according to their agreement with the doctor. VSP reimburses its Member Doctors on a fee-for-service basis. There are no incentives or financial bonuses paid to Member Doctors for services covered under this plan.

Note: If you are eligible for and obtain Plan Benefits from a Non-Member Provider, you should pay the provider his full fee. You will be reimbursed by VSP in accordance with the Non-Member Provider reimbursement schedule shown on the enclosed insert, less any applicable Copayments.

5. In emergency conditions, when immediate vision care of a medical nature such as for bodily trauma or disease is necessary, Covered Person can obtain covered services by contacting a Member Doctor (or Out-of-Network Provider if the attached Schedule of Benefits indicates Covered Person's Plan includes such coverage). No prior approval from VSP is required for Covered Person to obtain vision care for Emergency Conditions of a medical nature. However, services for medical conditions, including emergencies, are covered by VSP only under the Acute EyeCare and Primary EyeCare Plans. If coverage for one of these plans is not indicated on the attached Schedule of Benefits or Addendum, Covered Person is not covered by VSP for medical services and should contact a physician under Covered Person's medical insurance plan for care. For emergency conditions of a non-medical nature, such as lost, broken or stolen glasses, the Covered Person should contact VSP's Customer Service Department for assistance.

Emergency vision care is subject to the same benefit frequencies, plan allowances, Copayments and exclusions stated herein. Reimbursement to Member Doctors will be made in accordance with their agreement with VSP.

6. In the event of termination of a Member Doctor's membership in VSP, VSP will remain liable to the Member Doctor for services rendered to you at the time of termination and permit Member Doctor to continue to provide you with Plan Benefits until the services are completed or until VSP makes reasonable and appropriate arrangements for the provision of such services by another authorized doctor.

BENEFIT AUTHORIZATION PROCESS

VSP authorizes Plan Benefits according to the latest eligibility information furnished to VSP by Covered Person's Group and the level of coverage (i.e. service frequencies, covered materials, reimbursement amounts, limitations, and exclusions) purchased for Covered Person by Group under this Plan. When Covered Person requests services under this Plan, Covered Person's prior utilization of Plan Benefits will be reviewed by VSP to determine if Covered Person is eligible for new services based upon Covered Person's Plan's level of coverage. Please refer to the attached Schedule of Benefits for a summary of the level of coverage provided to Covered Person by Group.

Prior Authorization

Certain Plan Benefits require VSP's prior authorization before such Plan Benefits are covered. VSP's prior authorization determinations are based upon criteria developed by optometric and ophthalmic consultants and approved by VSP's Utilization Management Committee and Board of Directors.

- A. **Initial Determination:** VSP will approve or deny requests for prior authorization of services within fifteen (15) calendar days of the receipt of the request from the Covered Person's doctor. In the event that a prior authorization cannot be resolved within the time indicated, VSP may, if necessary, extend the time for decision by no more than fifteen (15) calendar days.
- B. **Appeals:** If VSP denies the doctor's request for prior authorization, the doctor, Covered Person or the Covered Person's authorized representative may request an appeal of the denial. Please refer to the section on Claim Appeals, below, for details on how to request an appeal. VSP shall provide the requestor with a final review determination within thirty (30) calendar days from the date the request is received. A second level appeal, and other remedies as described below, are also available. VSP shall resolve any second level appeal within thirty (30) calendar days. Covered Person may designate any person, including the provider, as Covered Person's authorized representative.

For more information regarding VSP's criteria for authorizing or denying Plan Benefits, please contact VSP's Customer Service Department.

BENEFITS AND COVERAGE

Through its Member Doctors, VSP provides Plan Benefits to Covered Persons as may be Visually Necessary or Appropriate, subject to the limitations, exclusions, and Copayment(s) described herein. When you wish to obtain Plan Benefits from a Member Doctor, you should contact the Member Doctor of your choice, identify yourself as a VSP member, and schedule an appointment. If you are eligible for Plan Benefits, VSP will provide Benefit Authorization for you directly to the Member Doctor prior to your appointment.

IMPORTANT: The benefits described below are typical services and materials available under most VSP plans. However, the actual Plan Benefits provided to you by your Group may be different. Refer to the attached Schedule of Benefits and/or Disclosure to determine your specific Plan Benefits.

- 1. **Eye Examination:** A complete initial vision analysis which includes an appropriate examination of visual functions, including the prescription of corrective eyewear where indicated. Each Covered Person is entitled to a Eye Examination as indicated on the enclosed insert.
- 2. **Lenses:** The Member Doctor will order the proper lenses necessary for your visual welfare. The doctor shall verify the accuracy of the finished lenses. Each Covered Person is entitled to new lenses as indicated on the enclosed insert.
- 3. **Frames:** The Member Doctor will assist in the selection of frames, properly fit and adjust the frames, and provide subsequent adjustments to frames to maintain comfort and efficiency. Each Covered Person is entitled to new frames as indicated on the enclosed insert.
- 4. **Contact lenses:** Unless otherwise indicated on the enclosed insert, contact lenses are available under this Plan in lieu of all other lens and frame benefits described herein.

When you obtain Visually Necessary contact lenses from a Member Doctor, professional fees and materials will be covered as indicated on the enclosed insert with prior authorization from VSP. **Coverage for Visually Necessary contact lenses regardless of whether they are obtained from a Member Doctor or Non-Member Provider is subject to review and authorization from VSP's optometric consultants.**

If you select contact lenses for other than Visually Necessary circumstances, they will be considered Elective contact lenses. When Elective contact lenses are obtained from a Member Doctor, VSP will provide an allowance toward the cost of professional fees and materials. A 15% discount shall also be applied to the Member Doctor's usual and customary professional fees for contact lens evaluation and fitting. Contact lens materials are provided at the Member Doctor's usual and customary charges.

- 5. If you elect to receive vision care services from one of the Member Doctors, Plan Benefits are provided subject only to your payment of any applicable Copayment. If your Plan includes Non-Member Provider coverage and you choose to obtain Plan Benefits from a Non-Member Provider, you should pay the Non-Member Provider his full fee. VSP will reimburse you in accordance with the reimbursement schedule shown on the enclosed insert, less any applicable Copayment. **THERE IS NO ASSURANCE THAT THE SCHEDULE WILL BE SUFFICIENT TO PAY FOR THE EXAMINATION OR THE MATERIALS.** Availability of services under the Non-Member Provider reimbursement schedule is subject to the same time limits and

Copayments as those described for Member Doctor services. Services obtained from a Non-Member Provider are in lieu of obtaining services from a Member Doctor and count toward plan benefit frequencies.

6. **Additional Discount:** Each Covered Person shall be entitled to receive a 20% discount toward the purchase of additional complete pairs of prescription glasses (lenses, lens options, and frames) from a Member Doctor. Additional pairs means any complete pair of prescription glasses purchased beyond the benefit frequency allowed by your Plan, as indicated on the enclosed insert. Additionally, each Covered Person shall be entitled to receive a 15% discount off the Member Doctor's professional fees for contact lens evaluations and fittings. Contact lens materials are provided at the doctor's usual and customary charges. Discounts are applied to the Member Doctor's usual and customary fees for such services and are available within twelve (12) months of the covered eye examination from the Member Doctor who provided the covered eye examination.
7. **Low Vision Services and Materials** (applicable only if included in your Plan Benefits outlined on the enclosed insert): The Low Vision Benefit provides special aid for people who have acuity or visual field loss that cannot be corrected with regular lenses. If a Covered Person falls within this category, he or she will be entitled to professional services as well as ophthalmic materials including but not limited to supplemental testing, evaluations, visual training, low vision prescription services, plus optical and non-optical aids, subject to the frequency and benefit limitations as outlined on the enclosed insert. Consult your Member Doctor for details.

COPAYMENT

The benefits described herein are available to you subject only to your payment of any applicable Copayment(s) as described in this booklet and on the enclosed insert. ANY ADDITIONAL CARE, SERVICE AND/OR MATERIALS NOT COVERED BY THIS PLAN MAY BE ARRANGED BETWEEN YOU AND THE DOCTOR.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

This plan is designed to cover *visual needs* rather than *cosmetic materials*. If you select any of the following extras, this plan will pay the basic cost of the allowed lenses, and you will be responsible for the additional cost for the options, unless the extra is defined as a Plan Benefit on the enclosed Schedule of Benefits insert.

1. Blended lenses
2. Oversize lenses
3. Photochromic lenses
4. Tinted lenses except pink #1 or #2
5. Progressive multifocal lenses
6. The coating of a lens or lenses
7. The laminating of a lens or lenses
8. Cosmetic lenses
9. Optional cosmetic processes
10. UV (ultraviolet) protected lenses

NOT COVERED

There is no benefit under this plan for professional services or materials connected with:

1. Orthoptics or vision training and any associated supplemental testing; plano lenses (less than $\pm .38$ diopter power); or two pair of glasses in lieu of bifocals.
2. Replacement of lenses and frames furnished under this plan which are lost or broken except at the normal intervals when services are otherwise available.
3. Medical or surgical treatment of the eyes.
4. Corrective vision treatment of an Experimental Nature.
5. Costs for services and/or materials above Plan Benefit allowances indicated on the enclosed insert.
6. Services/materials not indicated as covered Plan Benefits on the enclosed insert.

LIABILITY IN EVENT OF NON-PAYMENT

In the event VSP fails to pay the Member Doctor, you shall not be liable to the Member Doctor for any sums owed by VSP other than those charges for services or materials obtained by you that are not covered by this plan.

COMPLAINTS AND GRIEVANCES

If Covered Person ever has a question or problem, Covered Person's first step is to call VSP's Customer Service Department. The Customer Service Department will make every effort to answer Covered Person's question and/or resolve the matter informally. If a matter is not initially resolved to the satisfaction of a Covered Person, the Covered Person may communicate a complaint or grievance to VSP orally or in writing by using the complaint form that may be obtained upon request from the Customer Service Department. Complaints and grievances include disagreements regarding access to care, or the quality of care, treatment or service. Covered Persons also have the right to submit written comments or supporting documentation concerning a complaint or grievance to assist in VSP's review. VSP will resolve the complaint or grievance within thirty (30) days after receipt, unless special circumstances require an extension of time. In that case, resolution shall be achieved as soon as possible, but no later than one hundred twenty (120) days after VSP's receipt of the complaint or grievance. If VSP determines that resolution cannot be achieved within thirty (30) days, a letter will be sent to the Covered Person to indicate VSP's expected resolution date. Upon final resolution, the Covered Person will be notified of the outcome in writing.

Claim Payments and Denials

- A. Initial Determination:** VSP will pay or deny claims within thirty (30) calendar days of the receipt of the claim from the Covered Person or Covered Person's authorized representative. In the event that a claim cannot be resolved within the time indicated VSP may, if necessary, extend the time for decision by no more than fifteen (15) calendar days.
- B. Request for Appeals:** If a Covered Person's claim for benefits is denied by VSP in whole or in part, VSP will notify the Covered Person in writing of the reason or reasons for the denial. Within one hundred eighty (180) days after receipt of such notice of denial of a claim, Covered Person may make a verbal or written request to VSP for a full review of such denial. The request should contain sufficient information to identify the Covered Person for whom a claim for benefits was denied, including the name of the VSP Enrollee, Member Identification Number of the VSP Enrollee, the Covered Person's name and date of birth, the name of the provider of services and the claim number. The Covered Person may state the reasons the Covered Person believes that the claim denial was in error. The Covered Person may also provide any pertinent documents to be reviewed. VSP will review the claim and give the Covered Person the opportunity to review pertinent documents, submit any statements, documents, or written arguments in support of the claim, and appear personally to present materials or arguments. Covered Person or Covered Person's authorized representative should submit all requests for appeals to:

VSP
Member Appeals
3333 Quality Drive
Rancho Cordova, CA 95670
(800) 877-7195

VSP's determination, including specific reasons for the decision, shall be provided and communicated to the Covered Person within thirty (30) calendar days after receipt of a request for appeal from the Covered Person or Covered Person's authorized representative.

If Covered Person disagrees with VSP's determination, he/she may request a second level appeal within sixty (60) calendar days from the date of the determination. VSP shall resolve any second level appeal within thirty (30) calendar days.

When Covered Person has completed all appeals mandated by the Employee Retirement Income Security Act of 1974 ("ERISA"), additional voluntary alternative dispute resolution options may be available, including mediation and arbitration. Covered Person should contact the U. S. Department of Labor or the State insurance regulatory agency for details. Additionally, under ERISA Section 502(a)(1)(B), Covered Person has the right to bring a civil (court) action when all available levels of reviews of denied claims, including the appeal process, have been completed, the claims were not approved in whole or in part, and Covered Person disagrees with the outcome.

- C. **Review by the Department of Managed Health Care:** The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at **(800) 877-7195** and use your health plan's grievance process before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the Department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The Department also has a toll-free telephone number **(1-888-HMO-2219)** and a TDD line **(1-877-688-9891)** for the hearing and speech impaired. The Department's Internet Web site <http://www.hmohelp.ca.gov> has complaint forms, IMR application forms and instructions online.

ARBITRATION

Any dispute or question arising between VSP and Group or any Covered Person involving the application, interpretation, or performance under this plan shall be settled, if possible, by amicable and informal negotiations. This will allow such opportunity as may be appropriate under the circumstances for fact-finding and mediation. If any issue cannot be resolved in this fashion, it shall be submitted to arbitration. The procedure for arbitration hereunder shall be conducted pursuant to the Rules of the American Arbitration Association.

SECOND MEDICAL OPINIONS

1. All requests for a second medical opinion shall be directed, in writing, to:

Vision Service Plan
Clinical Consultant
Health Care Services Division
3333 Quality Drive
Rancho Cordova, CA 95670

2. The Clinical Consultant will review each request and respond within twenty (20) days of receipt of the written request.
3. The requesting patient shall provide all evidence supporting the request for a second medical opinion when requested by the Clinical Consultant.
4. A request for a second medical opinion shall be granted when it is determined by the Clinical Consultant, based on information provided by the Enrollee and the original examining Member Doctor, that the initial examination was insufficient to ascertain the visual health problems of the patient.
5. In no circumstance will a second medical opinion be granted if the patient's initial vision examination was performed by a Non-Member Provider.

TERMINATION OF BENEFITS

Terms and cancellation conditions of this plan are shown on the enclosed insert. Plan Benefits will cease on the date of cancellation of this plan whether the cancellation is by Group or by VSP due to non-payment of Premium. If service is being rendered to you as of the termination date of this plan, such service shall be continued to completion, but in no event beyond six (6) months after the termination date of this plan.

INDIVIDUAL CONTINUATION OF BENEFITS

This program is available to groups of a minimum of ten (10) employees and is, therefore, not available on an individual basis. When a Group terminates its coverage, individual coverage is not available for Enrollees of the Group who may desire to retain their coverage.

THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA)

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that under certain circumstances health plan benefits available to an eligible participant and his or her dependents be made available to said persons upon the termination of employment of said participant, or the termination of the relationship between said participant and his or her dependents. If, and only to the extent, COBRA applies to your Group Plan, VSP shall make the statutorily required continuation coverage available in accordance with COBRA.

VISION SERVICE PLAN

3333 Quality Drive
Rancho Cordova, California 95670

Group Name: BAY AREA AIR QUALITY MANGEMENT DISTRICT

Plan Number 00113419

Effective Date JULY 1, 2003

Plan Term TWENTY-FOUR (24) MONTHS

VISION CARE PLAN DISCLOSURE FORM AND EVIDENCE OF COVERAGE

PLAN ADMINISTRATOR:

DIANA IWATA

(Name)

939 ELLIS STREET

(Address)

SAN FRANCISCO, CA 94109

(City, State, Zip)

415 749-4910

(Area Code, Telephone Number)

MONTHLY PREMIUM:

YOUR GROUP IS RESPONSIBLE FOR PAYMENT TO VISION SERVICE PLAN OF THE PERIODIC CHARGES FOR YOUR COVERAGE. YOU WILL BE NOTIFIED OF YOUR SHARE OF THE CHARGES, IF ANY, BY YOUR GROUP.

ELIGIBILITY:

ENROLLEES & ELIGIBLE DEPENDENTS. UNMARRIED DEPENDENT CHILDREN ARE COVERED TO AGE 21, OR TO AGE 23 IF FULL-TIME STUDENTS. WAITING PERIOD IS THE SAME AS YOUR OTHER HEALTH BENEFITS.

PLAN AND SCHEDULE:

PLAN: A

EXAMINATION: ONCE EACH 12 MONTHS

LENSES: ONCE EACH 24 MONTHS

FRAMES: ONCE EACH 24 MONTHS

**TERM, TERMINATION
AND RENEWAL:**

AFTER THE PLAN TERM, THIS PLAN WILL CONTINUE ON A MONTH TO MONTH BASIS OR UNTIL TERMINATED BY EITHER PARTY GIVING THE OTHER SIXTY (60) DAYS PRIOR WRITTEN NOTICE.

TYPE OF ADMINISTRATION:

BENEFITS ARE FURNISHED UNDER A VISION CARE PLAN PURCHASED BY THE GROUP AND PROVIDED BY VISION SERVICE PLAN (VSP) UNDER WHICH VSP IS FINANCIALLY RESPONSIBLE FOR THE PAYMENT OF CLAIMS.

VSP'S ADDRESS IS:

VISION SERVICE PLAN
3333 QUALITY DRIVE
RANCHO CORDOVA, CA 95670

SCHEDULE OF BENEFITS

GENERAL

This Schedule lists the vision care services and vision care materials to which Covered Persons of VSP are entitled, subject to any Copayments and other conditions, limitations and/or exclusions stated herein. If Plan Benefits are available for Non-Member Provider services as indicated by the reimbursement provisions below, vision care services and vision care materials may be received from any licensed optometrist, ophthalmologist, or dispensing optician, whether Member Doctors or Non-Member Providers.

When Plan Benefits are received from Member Doctors, benefits appearing in the first column below are applicable subject to any Copayment(s) as stated below. When Plan Benefits are available and received from Non-Member Providers, you are reimbursed for such benefits according to the schedule in the second column below less any applicable Copayment.

PLAN BENEFITS

MEMBER DOCTOR BENEFIT

NON-MEMBER PROVIDER BENEFIT

VISION CARE SERVICES

| | | | |
|--------------------|------------------|-------|----------|
| Vision Examination | Covered in Full* | Up to | \$45.00* |
|--------------------|------------------|-------|----------|

VISION CARE MATERIALS

Lenses

| | | | |
|---------------|------------------|-------|-----------|
| Single Vision | Covered in Full* | Up to | \$45.00* |
| Bifocal | Covered in Full* | Up to | \$65.00* |
| Trifocal | Covered in Full* | Up to | \$85.00* |
| Lenticular | Covered in Full* | Up to | \$125.00* |

| | | | |
|--------|----------------------------------|-------|----------|
| Frames | Covered up to Plan Allowance* | Up to | \$47.00* |
|--------|----------------------------------|-------|----------|

CONTACT LENSES

| | | | |
|-------------------------------------------------------|------------------|-------|-----------|
| Visually Necessary Professional Fees and Materials | Covered in Full* | Up to | \$210.00* |
|-------------------------------------------------------|------------------|-------|-----------|

| | | | |
|-----------------------------------------------|------------------------|-------|----------|
| Elective Professional Fees** and Materials | Covered up to \$105.00 | Up to | \$105.00 |
|-----------------------------------------------|------------------------|-------|----------|

***Subject to Copayment if any**

****Additional discount applies to Member Doctor's usual and customary professional fees for contact lens evaluation and fitting.**

COPAYMENT

A Copayment amount of \$25.00 shall be payable by the Covered Person to the Member Doctor at the time services are rendered.

LOW VISION

Professional services, as necessary, for severe visual problems not corrected with regular lenses, including:

| | | |
|----------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------|
| <i>Supplemental Testing (includes evaluation, diagnosis and prescription of vision aids where indicated)</i> | <i>Covered in Full</i> | <i>Up to \$125.00</i> |
|----------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------|

| | | |
|--------------------------|----------------------------------|----------------------------------|
| <i>Supplemental Aids</i> | <i>Covered up to 75% of cost</i> | <i>Covered up to 75% of cost</i> |
|--------------------------|----------------------------------|----------------------------------|

Maximum allowable for all Low Vision benefits of \$1000.00 every two (2) years

PRIMARY EYECARE

Primary Eyecare is available to Covered Persons for the treatment and management of urgent eye problems, or for the detection, treatment, and management of ocular conditions and/or systemic conditions which produce ocular or visual symptoms. For more information regarding the Primary Eyecare benefit, contact your Benefits Representative.

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CONTINUATION COVERAGE UNDER CAL-COBRA

If you are covered under a group policy providing coverage to 2 to 19 eligible employees, you may be eligible to purchase continued coverage under this group vision plan under California Health and Safety Code Section 1366.20 et seq. (Cal-COBRA).

You may qualify for Cal-COBRA continuation coverage if you lose coverage for one of the following reasons:

- a. The death of the covered employee.
- b. The termination of employment or reduction in hours of the covered employee's employment, except that termination for gross misconduct does not constitute a qualifying event.
- c. The divorce or legal separation of the covered employee from the covered employee's spouse.
- d. The loss of dependent status by a dependent enrolled in the group benefit plan.
- e. With respect to a covered dependent only, the covered employee's entitlement to benefits under Title XVIII of the United States Social Security Act (Medicare).

As a condition of receiving benefits, you must notify VSP within 60 days of the loss of coverage for one of the foregoing reasons. **FAILURE TO NOTIFY VSP WITHIN THE REQUIRED 60 DAY PERIOD WILL DISQUALIFY YOU FROM RECEIVING CONTINUATION COVERAGE.**

You must request the continuation in writing and deliver the written request to VSP by first class mail or other reliable means of delivery within the 60 day period following the later of (1) the date your coverage under the group benefit plan terminated or will terminate by reason of a qualifying reason, or (2) the date you were sent notice from the group benefit plan or VSP of eligibility to continue coverage under Cal-COBRA.

In order to continue receiving coverage under this plan, you are responsible for making all of the required premium payments in accordance with the terms and conditions of the plan contract. The first premium payment must be made to VSP by first-class mail, certified mail or other reliable means of delivery including personal delivery, express mail, or private courier within 45 days of the date you provided written notice to VSP of your election of continuation of benefits. The first premium payment must equal an amount sufficient to pay any required premiums and all premiums due. Failure to submit the correct premium amount within the 45 day period will disqualify you from receiving continuation coverage.

Notice: If the contract between VSP and the employer is terminated prior to the date your continuation coverage would terminate pursuant to the Cal-COBRA statute, you may elect continuation coverage under the employer's subsequent group benefit plan, if any, for the balance of the period you would have remained covered under this plan. However, continuation coverage shall terminate if you fail to comply with the requirements pertaining to enrollment in and payment of premiums to the new benefit plan within 30 days of receiving notice of termination of the prior group benefit plan.

All notices to VSP must be sent to:

VISION SERVICE PLAN
Attn: COBRA Administration
3333 Quality Drive
Rancho Cordova, CA 95670

VISION SERVICE PLAN
HEALTH BENEFITS AND COVERAGE MATRIX

THIS MATRIX IS INTENDED TO BE USED TO HELP YOU COMPARE COVERAGE BENEFITS AND IS A SUMMARY ONLY. THE EVIDENCE OF COVERAGE AND PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

| TYPE OF SERVICE (Not all services are listed) Call VSP or check Official Plan Documents for details. | Benefit Description | Copayment | Patient Out-of-Pocket | Plan Maximum (Eligibility) | Emergency Services | Out-patient Services | Hospitalization Services | Ambulance Services | Prescription Drug Coverage | Durable Medical Equipment | Mental Health Services | Chemical Dependency Services | Home Health Services |
|------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------------------|--------------------|----------------------------|---------------------------|------------------------|------------------------------|----------------------|
| Eye Examination | Complete vision analysis which includes an appropriate examination of visual functions, including the prescription of corrective eyewear where indicated. | Normally ranges from \$0 - \$50 (Can be group specific) | None. Covered in full | Once every 12, 24 or 36 months (as determined by the group) | Yes. In emergency cases, when immediate vision care is necessary, Covered Persons may obtain Plan Benefits by contacting a Member Doctor or Non-Member Provider. Emergency vision care is subject to the same benefit frequencies, plan allowances, Copayments, and exclusions stated herein for Member Doctor and Non-Member Provider services. | NONE | NONE | NONE | NONE | NONE | NONE | NONE | NONE |
| Lenses | Includes such professional services as are necessary, which shall include: prescribing and ordering proper lenses; verifying the accuracy of the finished lenses; progress or follow-up work as necessary. Covered lenses include: Single vision, Bi-focal, Tri-focal and Lenticular. | Normally ranges from \$0 - \$50 (Can be group specific and may be a combined copayment with frame) | Any cosmetic options not covered by the group | Once every 12, 24 or 36 months (as determined by the group) | Yes | NONE | NONE | NONE | NONE | NONE | NONE | NONE | NONE |
| Frame | Includes such professional services as are necessary, which shall include: assisting in the selection of frames; proper fitting and adjustment of frames; subsequent adjustments to frames to maintain comfort and efficiency; progress or follow-up work as necessary. | Normally ranges from \$0 - \$50 (Can be group specific and may be a combined copayment with lenses) | Any amount exceeding VSP's frame allowance (as determined by the group) | Once every 12, 24 or 36 months (as determined by the group) | Yes | NONE | NONE | NONE | NONE | NONE | NONE | NONE | NONE |

VISION SERVICE PLAN
HEALTH BENEFITS AND COVERAGE MATRIX

THIS MATRIX IS INTENDED TO BE USED TO HELP YOU COMPARE COVERAGE BENEFITS AND IS A SUMMARY ONLY. THE EVIDENCE OF COVERAGE AND PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

| TYPE OF SERVICE (Not all services are listed) Call VSP or check Official Plan Documents for details. | Benefit Description | Copayment | Patient Out-of-Pocket | Plan Maximum (Eligibility) | Emergency Services | Out-patient Services | Hospitalization Services | Ambulance Services | Pre-scription Drug Coverage | Durable Medical Equipment | Mental Health Services | Chemical Dependency Services | Home Health Services |
|------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|--------------------|----------------------|--------------------------|--------------------|-----------------------------|---------------------------|------------------------|------------------------------|----------------------|
| Contact Lenses (Elective) | Includes such professional services as are necessary, which shall include: contact lens evaluation, fitting, and verifying the accuracy of the finished lenses. | Copay for exam (if applicable) would apply here. Normally ranges from \$0 - \$50 (Can be group specific) | Any amount exceeding the allowance (as determined by the group). Normal allowance: \$105 (can be group specific) | Maximum determined by lens eligibility. Can be once every 12, 24 or 36 months (as determined by the group) | Yes | NONE | NONE | NONE | NONE | NONE | NONE | NONE | NONE |
| Contact Lenses (Medically Necessary) | Prior Authorization required. Includes such professional services as are necessary, which shall include: contact lens evaluation, fitting, and verifying the accuracy of the finished lenses. | Copay for exam and materials (lenses & frame - if applicable) would apply here. Normally ranges from \$0 - \$50 (Can be group specific) | None Covered-in-full for most lens types, except: Daily disposable contact lenses covered up to \$400.00. Patient is responsible for amount in excess of \$400.00 | Maximum determined by lens eligibility. Can be once every 12, 24 or 36 months (as determined by the group) | Yes | NONE | NONE | NONE | NONE | NONE | NONE | NONE | NONE |
| Low Vision | If included in the plan: Prior authorization required. Includes such professional services as are necessary, which shall include: <ul style="list-style-type: none"> • Supplemental testing low vision • RX Evaluation • ns • Optical & non optical aids • Training Plan pays 50-75% of the approved allowable amount (maximum allowable is \$500 to \$1,000 – benefit is plan specific and can be group specific) | 25 - 50% of the approved allowable amount (maximum allowable is \$500 to \$1,000 – benefit is plan specific and can be group specific) | Any amount exceeding the maximum allowable amount. | Every 2 years | No | NONE | NONE | NONE | NONE | NONE | NONE | NONE | NONE |



PRIMARY EYECARE

Primary Eyecare is designed for the detection, treatment, and management of ocular conditions and/or systemic conditions which produce ocular or visual symptoms and is available on an as needed basis to all Insureds. Under this plan, Member Doctors provide management of urgent and follow-up services. Primary Eyecare also involves management of conditions which require monitoring to prevent future vision loss.

The Member Doctor is responsible for advising and educating patients on matters of general health and prevention of ocular, as well as systemic disease. If consultation, treatment and/or referral are necessary, it is the responsibility of the Member Doctor as a Primary Eyecare professional to manage and coordinate on behalf of the patient to assure appropriateness of follow-up services.

SYMPTOMS

Examples of symptoms which may result in a patient seeking services on an urgent basis under the Primary Eyecare Plan include, but are not limited to:

- ocular discomfort or pain
- transient loss of vision
- flashes or floater
- ocular trauma
- diplopia
- recent onset of eye muscle dysfunction
- ocular foreign body sensation
- pain in or around the eyes
- swollen lids
- red eyes

CONDITIONS

Examples of conditions which may require management under the Primary Eyecare Plan, include, but are not limited to:

- ocular hypertension
- retinal nevus
- glaucoma
- cataract
- pink-eye
- macular degeneration
- corneal dystrophy
- corneal abrasion
- blepharitis
- sty

PROCEDURES FOR OBTAINING PRIMARY EYECARE SERVICES

1. To obtain Primary Eyecare Services, you should contact a Member Doctor's office and make an appointment. If necessary, you may call VSP's Customer Service Department first to determine the nearest location of a Member Doctor's office.
2. If urgent care is necessary, you may be seen by a Member Doctor immediately.
3. You pay the applicable Copayment to the Member Doctor at the time of each Primary Eyecare office visit.
4. When the Member Doctor has completed the services, he will fill out the necessary paperwork and mail it to VSP. VSP will pay the Member Doctor directly according to VSP's agreement with the Doctor.

COPAYMENT

The benefits described herein are available to you from any participating Member Doctor at no cost to you except there shall be a Copayment of \$5.00 payable by you to the Member Doctor at the time of each Primary Eyecare office visit.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

The Primary Eyecare Plan is designed to cover Primary Eyecare services only. There is no coverage provided under the plan for the following:

1. Medication.
2. Pre- and Post-operative services.
3. Surgical or pathological treatment.
4. Services obtained from a Non-Member Provider.
5. Costs associated with securing materials such as lenses and frames.
6. Orthoptics or vision training and any associated supplemental testing.
7. Any eye examination, or any corrective eye wear, required by an employer as a condition of employment.

REFERRALS BY THE MEMBER DOCTOR

The Member Doctor will refer you to another doctor under the following conditions:

1. If you require additional services which are covered by the VSP Primary Eyecare Plan but are not provided in his office, the Member Doctor will refer you to another Member Doctor or to the major medical physician whose offices provide the necessary services.
2. If you require services beyond the scope of the VSP Primary Eyecare Plan, the Member Doctor will refer you back to the major medical physician.
3. If you require emergency services beyond the scope of the VSP Primary Eyecare Plan, the Member Doctor will make a STAT (emergency) referral by calling either another Member Doctor or the major medical physician.